

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
3:19-cv-00136-RJC-DSC**

**BRIGITTE KIZA, NYIRANGORORE** )  
**MUKASINI, SOLANGE MUKEMANA, as** )  
**lawful guardian ad litem of Minor Child U.G.,** )  
**and MARIE MUKARURANGWA,** )

**Plaintiffs,** )

**v.** )

**UNIVERSAL INSURANCE COMPANY, et al.** )

**Defendants.** )

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**ORDER**

**THIS MATTER** comes before the Court on its Order to Show Cause and pro se Plaintiffs' response thereto. (Doc. No. 58). For the reasons stated herein, the Court hereby orders the Plaintiffs' Complaint against All Point be **DISMISSED**.

On March 20, 2019, Plaintiffs filed their pro se complaint against Universal Insurance Company ("Universal"), All Point Insurance Agency ("All Point"), Auto Club Company of Florida ("Auto Club"), and Paul Robert Hopkins ("Hopkins"). (Doc. No. 1). Plaintiffs allege that while driving on Interstate 95 in Florida, they were in an automobile collision with Hopkins that was "clearly caused by the recklessness, carelessness and negligence of" Hopkins. (*Id.* ¶ 14.) At the time of the collision, Plaintiffs occupied a vehicle covered under an insurance policy issued by Universal. Auto Club is the insurer of Hopkins' vehicle. All Point is the insurance agent listed on the policy.

On June 21, 2019, Universal filed a motion to dismiss pursuant to Rule 12(b)(6). (Doc. No. 14.) The Magistrate Judge issued an M&R recommending, of relevance here, that the Court

grant Universal's motion to dismiss for failure to state a claim, which this Court adopted. (Doc. Nos. 32, 45). On July 20, 2020, Plaintiffs, Hopkins, and Auto Club filed a stipulation dismissing with prejudice Plaintiffs' claims against Hopkins and Auto Club. (Doc. No. 43). Thus, all Defendants except All Point were dismissed from this case.

Plaintiffs filed a motion for entry of default and a motion for default judgment as to Defendant All Point. (Doc. Nos. 21, 22). On August 18, 2020, the Court entered an Order granting Plaintiffs' request for an entry of default and denying Plaintiffs' motion for default judgment because the well-pleaded allegations of the complaint fail to establish a valid claim against All Point. (Doc. No. 45). Specifically, the Court concluded that Plaintiffs' claims against All Point are based on the denial of coverage under an insurance policy for which there is no coverage. (*Id.*). Because the Court concluded Plaintiffs' complaint lacks factual allegations to support any potential claim for relief against the only remaining Defendant, the Court ordered Plaintiffs to show cause as to why this action should not be dismissed. (*Id.*). Plaintiffs appealed the Court's August 18 Order, and the appeal was dismissed for lack of jurisdiction because the Order was neither a final order nor an appealable interlocutory or collateral order. (Doc. Nos. 47, 53).

Thereafter, the Court issued a second order to show cause as to why this action should not be dismissed as to the remaining Defendant All Point. Plaintiffs filed an untimely response which explains that Plaintiffs have been "engaged in attempt to find the most efficient manner" to have All Point respond to the Complaint and to prosecute their claims. (Doc. No. 58). Their response further argues that their complaint sufficiently states claims against All Point and notes that they intend to file another motion for default judgment, which has not been filed. (*Id.*). However, as fully explained in the Court's Order denying default judgment, Plaintiffs' complaint lacks factual allegations to support their claims against All Point because they are based on the denial of

coverage under an insurance policy for which the Court concluded there is no coverage. Accordingly, for the reasons fully set forth in the Court's August 18, 2020 Order, Plaintiff's Complaint fails to allege a claim against All Point and the Court will dismiss Plaintiffs' Complaint against All Point.

**IT IS THEREFORE ORDERED** that Plaintiff's Complaint against All Point is **DISMISSED**.

The Clerk of Court is directed to close this case.

Signed: March 7, 2022

A handwritten signature in cursive script, reading "Robert J. Conrad, Jr.", written over a horizontal line.

Robert J. Conrad, Jr.  
United States District Judge

